

Contract

This contract, made and entered into on, by and between referred to as "Artist," the			
as "Student Organ	ization," and Notre Dame de Namur University, here	einafter referred to "University."	eremaner referred to
Services to be pro	vided:		
Date of Activity: _	Place of Activity:		
Time of Activity:	Report Time:	Length of Serv./Perf.:	
Service/Performar	nce Fee: \$ Contact Person:		
If applicable:	Sound equipment shall be supplied by		
If applicable: Light equipment shall be supplied by			
If ASNDNU is r	esponsible for equipment, please document exact specific	ations:	
contracted by the	and agreed that if the sound and/or light companies fail to e Artist, the Student Organization may cancel this contrac ound and/or lights at one half the agreed price.	appear or perform their sound and/or li	ght requirements as

If the sound and/or light companies, as contracted independently by the Student Organization, appear and the Artist does not, the Artist is indebted to the Student Organization for any expenses incurred by the sound and/or light companies.

The Student Organization and the University assume no responsibility for loss or damage to the Artist's property wherever located.

The Artist agrees and warrants that no sale of promotional materials is to be permitted in relation to the service or performance herein contracted unless the terms of such are agreed upon by the University and stipulated as an explicit part of this contract.

The Student Organization and the University is hereby relieved of any liability if it is unable to meet the responsibilities of this contract because of any "Act of God," riots, epidemics, strikes, any act or order of public authority, and any other cause similar or dissimilar beyond the control of the University or Student Organization; and the University and/or the Student Organization shall not be held responsible if, through an "Act of God," or conditions beyond its control, it is unable to provide a venue on the date and time when the engagement herein contracted for is scheduled. Furthermore, if such acts or conditions occur, the University and/or the Student Organization is not liable for any damages which the Artist, his/her group, or representative might suffer.

The Student Organization and the University reserves the right to prorate and/or adjust the fee of the services rendered, or to cause this contract to be null and void if in its judgement undue delays, regardless of cause, on the part of the Artist and/or any and all of his/her employees or representatives, result in a time later than that herein stipulated for the commencement of the services contracted.

If for any reason other than due to an "Act of God," riot, epidemic, or act of public authority this contract is cancelled by the Artist beyond the cancellation clauses contained herein, or a change of date is required by the Artist for any reason other than an "Act of God," riot, epidemic, or act of public authority, the Artist agrees to reimburse the Student Organization for its bona fide out-of-pocket expenses immediately upon presentation of a certified statement of such expenses to the Artist or his/her authorized representative.

Since the essence of this personal service contract concerns the specific individual(s) named as the Artist, and the Artist's personalities and talents which are recognized as unique, the Student Organization will pay the fees specified in his/her contract only if the Artist performing is in fact the Artist agreed upon.

In the case of a musical group, if for any reason less than the specified number of musicians perform, action will be taken as follows:

Should the Leader for any reason be unable to perform as required in this contract, the Student Organization has the option to cancel this agreement with no liability or to continue the engagement as scheduled with a mutually acceptable substitute at a lower fee.

Should any musician, other than the leader, be unable to perform, the Student Organization has the option to reduce the fee an appropriate percentage or amount unless a mutually acceptable substitute is located.

Neither the University nor the Student Organization shall be liable to the Artist, or any of his/her members, employees, contractors, representatives or related persons, for any damage to their persons or property. The Artist does hereby waive all such claims on his/her own behalf and on behalf of his/her members, employees, contractors, representatives or related persons.

The Artist agrees to indemnify and hold the University and the Student Organization and all of their officers, Board members, employees, student representatives, and agents or representatives of any kind, free and harmless from any loss, damage, liability, cost, cause of action, attorney fees or expense of any kind that may arise as a result of the performance and/or service or as a result of activities connected to the performance; and the artist does hereby agree to defend the University and the Student Organization, and each of them, and all of their officers, Board members, employees, student representatives, agents and representatives of any kind, against any and all claims and liabilities for any injury or damage to any person or property occurring before, during, or after the performance when said injury or damage is caused in whole or in part by the acts, negligence, or omission of the Artist or any of his/her or their members, employees, sub-contractors, representatives, agents, licensees, or invitees. This indemnification shall be made by the Artist jointly and severally, and whether or not the injury or damage is also cause by the actual, implied, various, active, passive, direct, indirect, or joint conduct, negligence, strict liability or omission of the University or the Student Organization.

The validity construction and effect of this contract and its riders shall be governed by the laws of the State of California.

If this contract is signed by someone other than the Artist, the person signing for the Artist warrants that he/she is the authorized agent of the artist and is authorized by the Artist to execute this contract for the engagement at the time and place specified above.

The Student Organization and the University is relieved of all liability as to meeting the terms of this contract if same is not properly signed and dated by the authorized person(s) representing the Artist and returned to the Student Organization no later than two weeks prior to the date of activity.

Additional Terms and Conditions

No implied commitment shall be construed as binding upon the Student Organization or the University unless made by the designated employee of the University, who is ______.

The undersigned agrees to furnish the services outlined above in consideration of the fee stipulated and under the terms and conditions stated.

The Student Organization and the Artist each, jointly and severally agree to defend, indemnify and to hold harmless Notre Dame de Namur University against all claims, demands, costs and expenses that the University may sustain or incur by reason of any infringement or violation of any copyright or propriety right in this performance. The Student Organization and the Artist each, jointly and severally agrees to pay any and all royalties or performance fee required to be paid on copyrighted material. Notre Dame de Namur University is to be held free of all liabilities therefrom.

This contract shall be null and void unless it is duly executed by the Student Organization and/or the University.

Address of Artist/Agent

Artist or Designee Signature

City, State, Zip

Student Organization Representative

Phone Number

Fax

Notre Dame de Namur University Employee

The signature above confirms that the parties have read, recognized and approve each of all the terms and conditions set forth in this agreement.